

EXHIBIT I

PHYSICIAN FILE REVIEW SERVICE AGREEMENT

This Physician File Review Services Agreement ("Agreement") made as of this 1st day of January, 2004 by and between Metropolitan Life Insurance Company ("MetLife"), One Madison Avenue, New York, New York 10010, a life insurance company organized and existing under the laws of the State of New York and Network Medical Review Company ("Contractor"), a corporation organized and existing under the laws of the State of Illinois.

WHEREAS, MetLife wishes to obtain from Contractor, and Contractor wishes to provide to MetLife, certain services as more fully described herein;

NOW THEREFORE, in consideration of the promises hereinafter set forth, Contractor and MetLife acknowledge and agree as follows:

Section 1. Definitions

When capitalized and used in this Agreement, the following terms shall be defined as set forth below:

1. Business Day – Every weekday of the year, between the hours of 8:00 A.M. and 8:00 P.M., Eastern Standard Time, with the exception of the weekday observances of holidays communicated to Contractor by MetLife at the commencement of this Agreement and each succeeding year for which this Agreement is in effect.
2. Physician – A physician (or psychologist) chosen by Contractor, and who at all times during the term of this Agreement; 1) holds all necessary licenses and certifications to practice as a physician (or psychologist) in the jurisdiction in which he or she performs PFRs and; 2) pertaining to the Referred Person's previously diagnosed medical and/or psychiatric/psychological condition, has recognized expertise in conducting PFRs for such condition, board certification (if a physician) in the practice area related to such condition, and engages in an active clinical practice which includes treatment of such condition.
3. Physician File Review (PFR) – A record review performed by a Physician that addresses the specific questions set forth in the MetLife referral and includes a review of pertinent medical and psychiatric/psychological records and the presenting medical or psychiatric/psychological condition, as well as obtaining and reviewing any information from the treating Physician that is needed to respond to questions in the referral or to complete the assessment of the Referred Person. A PFR shall not include a determination by the Physician as to whether or not the Referred Person is "disabled" as that term may be defined or used in a particular disability income insurance contract or self-funded disability income benefit plan under which a Referred Person may be covered.

salaries all applicable taxes, charges for benefits and any and all other deductions and withholdings which are required by law.

- (b) In addition to all other requirements herein, Contractor shall have full responsibility for the actions and omissions of all personnel employed by Contractor, Physician or any agent who are involved in performing Services and for any Losses, as hereinafter defined, arising therefrom.

Section 13. Prohibition of Conflict of Interest

During the term of this Agreement, Contractor shall not perform any services or accept employment of any character hostile to the interests of MetLife, or otherwise engage in activities adverse to the interests of MetLife.